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303 Commerce Street  
Nashville, Tennessee 37201-3300

REC'D TN  
REGULATORY AUTH.

Guy M. Hicks  
General Counsel

OCT 29 PM 3 43  
October 29, 1999

OFFICE OF THE  
EXECUTIVE SECRETARY

Mr. David Waddell  
Executive Secretary  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, Tennessee 37243-0505

99-00842

Re: Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and AT&T Communications of the South Central States, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.  
Docket No. ~~97-00249~~

Dear Mr. Waddell:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, AT&T Communications of the South Central States, Inc. and BellSouth Telecommunications, Inc. are hereby submitting to the Tennessee Regulatory Authority the original and thirteen copies of the attached Petition for Approval of the Amendment to the Interconnection Agreement dated February 24, 1997. The Amendment relates to the SmartPath<sup>®</sup> loop rate; Access to 911/E911 Emergency Network; Collocation space and rates and charges for AT&T's Purchase of facilities to connect its network to BellSouth's network.

Thank you for your attention to this matter.

Sincerely yours,

Guy M. Hicks

cc: James Lamoureux, Esq., AT&T Communications

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BEFORE THE TENNESSEE REGULATORY AUTHORITY  
Nashville, Tennessee

In re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and AT&T Communications of the South Central States, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. ~~97-00249~~

99-00842

**PETITION FOR APPROVAL OF THE**  
**AMENDMENT TO THE INTERCONNECTION AGREEMENT**  
**NEGOTIATED BETWEEN BELL SOUTH TELECOMMUNICATIONS, INC.**  
**AND AT&T COMMUNICATIONS OF THE SOUTH CENTRAL STATES, INC.**  
**PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996**

COME NOW, AT&T Communications of the South Central States, Inc. ("AT&T") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendment to the Interconnection Agreement dated February 24, 1997 (the "Amendment") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, AT&T and BellSouth state the following:

1. AT&T and BellSouth have successfully negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to AT&T. The Interconnection Agreement was approved by the Tennessee Regulatory Authority ("TRA") on April 29, 1997.

2. The parties have recently negotiated an Amendment to the Agreement which relates to the SmartPath<sup>®</sup> loop rate; Access to 911/E911 Emergency Network; Collocation space and rates and charges for AT&T's purchase of facilities to connect its

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network to BellSouth's network. A copy of the Amendment is attached hereto and incorporated herein by reference.

3. Pursuant to Section 252(e) of the Telecommunications Act of 1996, AT&T and BellSouth are submitting their Amendment to the TRA for its consideration and approval.

4. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Amendment between BellSouth and AT&T within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.

5. AT&T and BellSouth aver that the Amendment is consistent with the standards for approval.

6. Pursuant to Section 252(i) of the Act, BellSouth shall make the Agreement available upon the same terms and conditions contained therein.

AT&T and BellSouth respectfully request that the TRA approve the Amendment negotiated between the parties.

This 29<sup>th</sup> day of October, 1999.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

By: 

Guy M. Hicks  
333 Commerce Street, Suite 2101  
Nashville, Tennessee 37201-3300  
(615) 214-6301  
Attorney for BellSouth

### CERTIFICATE OF SERVICE

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Amendment to the Interconnection Agreement on the following via United States Mail:

James Lamoureux, Esq.  
AT&T Communications  
1200 Peachtree St., NE, #4068  
Atlanta, GA 30309  
Attorney for AT&T

AMENDMENT  
TO INTERCONNECTION AGREEMENT BETWEEN  
BELLSOUTH TELECOMMUNICATIONS, INC.  
AND AT&T COMMUNICATIONS OF THE SOUTH CENTRAL  
STATES, INC. DATED FEBRUARY 24, 1997  
TENNESSEE

Pursuant to this Agreement (the "Amendment"), BellSouth Telecommunications, Inc. ("BellSouth") and AT&T Communications of the South Central States, Inc. ("AT&T"), hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Interconnection Agreement between the Parties February 24, 1997 ("Interconnection Agreement").

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, BellSouth and AT&T hereby covenant and agree as follows:

1. Attachment 2 is hereby amended to include the following language as a new section 2.3:

2.3. To the extent AT&T has ordered prior to July 1, 1999, and BellSouth has provisioned, the equivalent of a SmartPath® loop at a rate not to exceed a recurring monthly charge of \$190.00, for a 24 or 28 month commitment period, BellSouth will continue to provision this loop for the remainder of the commitment period.

2. Attachment 2, Section 16.7 is hereby amended to include Section 16.7.3 as follows:

**16.7.3 Access to 911/E911 Emergency Network**

- A. 911 and E911 traffic refers to network emergency calls originated by dialing 9-1-1. The Parties agree to cooperate to ensure the seamless operation of emergency call networks, including 911, and E911 calls.
- B. For basic 911 and E911 service, BellSouth will provide to AT&T a list consisting of each municipality in each state that subscribes to either service. The list will also provide, if known, the E911 conversion date for each municipality and, for network routing purposes, a ten-digit directory number representing the appropriate emergency answering position for each municipality subscribing to 911/E911. The parties agree that the county or municipality may wish to assign a different 10-digit directory number for each local exchange company. AT&T agrees to hold this information proprietary and will use the information solely for the purpose of routing 0- calls from the AT&T Operator Services platform to the PSAPs.

- C. AT&T will arrange to accept 911 calls from its end users in municipalities that subscribe to Basic 911 service and translate the 911 call to the appropriate 10-digit directory number as stated on the list provided by BellSouth or to the 10-digit number provided by the county or municipality. AT&T will route that call to BellSouth at the appropriate tandem or end office. When a municipality converts to E911 service, AT&T shall discontinue the Basic 911 procedures and begin the E911 procedures, set forth in subsection 16.7.5, below.
- D. For E911 service, AT&T shall install a minimum of two dedicated trunks originating from AT&T serving wire center and terminating to the appropriate E911 tandem. The dedicated trunks shall be, at a minimum, DS0 level trunks configured either as a 2 wire analog interface or as part of a digital (1.544 Mb/s) interface. Either configuration shall use CAMA type signaling with multifrequency (MF) pulsing that will deliver automatic number identification (ANI) with the voice portion of the call. If the user interface is digital, MF pulses, as well as other AC signals, shall be encoded per the u-255 Law convention. AT&T will provide BellSouth daily updates to the E911 database. BellSouth will provide AT&T, within 48 hours, confirmation of the receipt of said updates.
- E. If a municipality has converted to E911 service, AT&T will forward 911 calls to the appropriate E911 tandem, along with ANI, based upon the current E911 end office to tandem homing arrangement as provided by BellSouth. If the E911 tandem trunks are not available, AT&T will alternatively route the call to a designated 7-digit local number residing in the appropriate PSAP pursuant to the appropriate state statute or regulation. This call will be transported over BellSouth's interoffice network and will not carry the ANI of the calling party.
- F. BellSouth and AT&T agree that the practices and procedures contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers, as it is amended from time to time during the term of this Agreement by BellSouth, shall determine the appropriate procedures and practices of the parties as to the provision of 911/E911 Access. BellSouth, as the operator of the Automatic Location Identifier (ALI) database, and AT&T will use established processes, procedures and formats described in the E911 Local Exchange Carrier Guide for Facility-Based Providers to interface with AT&T. BellSouth will process valid AT&T customer information with 24 hours of receipt from AT&T, and electronically transfer the AT&T subscriber information to the 911 database.
- G. BellSouth agrees to provide, on a scheduled quarterly basis, copies of the Master Street Address Guide ("MSAG") for the LATAs in which AT&T operates. The appropriate counties authorities to resolve any

addressing issues. BellSouth agrees to maintain the MSAG based upon input from and discussions with the appropriate county authorities.

- H. If AT&T's certificated area conforms with BellSouth's exchange boundaries; BellSouth will provide a list of 911 tandems serving the BellSouth exchanges. If AT&T's certificated area does not conform with BellSouth's exchange boundaries, upon request, AT&T's NXXs with the comparable BellSouth NXX, BellSouth will provide to AT&T the information as to which access tandem the AT&T NXXs are routed.

3. Attachment 3 is hereby amended to include a new section 2.6 as follows:

- 2.6 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for AT&T's permitted use hereunder, then either party may elect within ten (10) days after such damage, to terminate this Agreement, and if either party shall so elect, by giving the other written notice of termination, both parties shall stand released of and from further liability under the terms hereof. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for AT&T's permitted use, or is damaged and the option to terminate is not exercised by either party, BellSouth covenants and agrees to proceed promptly without expense to AT&T, except for improvements not the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. AT&T may, at its own expense, accelerate the rebuild of its collocated space and equipment provided however that a certified vendor is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Vendor. If AT&T's acceleration of the project increases the cost of the project, then those additional charges will be incurred by AT&T. Where allowed and where practical, AT&T may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, AT&T shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for AT&T's permitted use, until such Collocation Space is fully repaired and restored and AT&T's equipment installed therein (but in no event later than thirty (30) days after the Collocation Space is fully repaired and restored).

4. Attachment 6, Section 5.1 is hereby amended to include the following language to the end of this section:

The rates and charges for BellSouth's purchase of facilities to connect its network to AT&T's network shall be as set forth in AT&T's Intrastate Access Services and Interconnection Services Tariff. The rates and charges for AT&T's purchase of facilities to connect its network to BellSouth's network shall be as set forth in BellSouth's Intrastate Access Services Tariff. This provision is specific to AT&T and does not apply to any Affiliates of AT&T that may adopt this agreement.

5. That all of the other provisions of the Interconnection Agreement, dated February 24, 1997 shall remain in full force and effect.

6. BellSouth is hereby authorized to submit this Amendment to the Tennessee Regulatory Authority or other regulatory body having jurisdiction over the subject matter of this Amendment, for approval subject to Section 252(e) of the federal Telecommunications Act of 1996 in accordance with Section 9 of the General Terms and Conditions section of the Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

BELLSOUTH TELECOMMUNICATIONS,  
INC.

By: 

DATE: 7/14/99 10/20/99 7/14/99 

AT&T COMMUNICATIONS OF THE  
SOUTH CENTRAL STATES, INC.

By: 

DATE: 7/13/99